

INREACH COMMERCIAL TERMS AND CONDITIONS

NOTICE TO USER: USE OF YOUR INREACH PRODUCT CONSTITUTES YOUR AGREEMENT TO THESE TERMS AND CONDITIONS. THIS AGREEMENT IS FULLY ENFORCEABLE LIKE ANY AGREEMENT BEARING A PEN AND INK SIGNATURE. IF YOU DO NOT AGREE, DO NOT USE THE INREACH PRODUCT AND RETURN IT TO THE POINT OF PURCHASE.

1. You understand and agree that:

1.1 Agreement. This document ("**Agreement**") between you and InReach LLC set forth the terms of the subscription plan(s) to which you subscribed. The term of the Agreement starts when you first activate INREACH Service for any INREACH device that you purchase.

1.2 Limitations. Services may become limited or temporarily unavailable without notice from time to time. INREACH does not own or control the service providers that operate the links between the satellite ground stations, including satellite antennas and supporting equipment, and the satellites, nor does INREACH own or control the Iridium Satellite Constellation, and cannot be responsible for any Service interruptions that are associated with those Satellite Systems or ground stations and the interconnecting networks. Neither does INREACH own or control the cell phone and email service providers who receive the email and SMS messages generated from INREACH Products, and is not responsible for any delays by the email and cell phone providers related to these messages. Satellite service is wireless and requires a clear line of sight toward the satellite; therefore, the Services are inherently subject to transmission and reception limitations caused by: (i) your location, including conditions that obstruct the line of sight between you and the Satellite Systems; (ii) the condition of the Satellite Systems and ground stations; (iii) the condition of your INREACH Product; and (iv) weather conditions, atmospheric conditions, magnetic interference, environmental, and other conditions beyond INREACH's or the Satellite Systems' control.

2. SERVICE. In order to use your INREACH Product, it must be activated in connection with the subscription plan.

2.1 INREACH Subscription Plans. The service plan(s) are set forth on the attached Exhibit A.

3. TERM AND TERMINATION.

3.1 Term. Once a device is activated the Term of the plan is twelve (12) months starting on the date of service activation. You are committed for 12 months of service to be paid in equal monthly increments, unless otherwise specified in Exhibit A.

3.2 Renewal. Your service automatically renews when you have transmitted all of the data allotted to you as set forth on Exhibit A for an additional increment of data equal to that set forth on Exhibit A and at the same pricing unless you cancel by notifying INREACH as provided in Section 3.4.

3.3 Non-Refundable. Pre-paid fees are non-refundable.

3.4 Cancellation. To cancel your Subscription Plan, you must notify INREACH in writing within thirty (30) days of the end of your Subscription Plan's Term. You must email your notice of cancellation to sales@delorme.com and provide your name, your address and the IMEI from the INREACH Product for which you want to cancel service (located in the battery compartment, under the battery of your INREACH Product). You may contact INREACH customer service at sales@delorme.com to cancel or if you have questions. You still must confirm in writing by sending an email to sales@delorme.com.

3.5 Changes to Services. You agree that INREACH or its service providers (including DeLorme, Iridium, and GEOS) may make changes to the Services in order to comply with applicable laws, to maintain or improve the Services or for other business reasons without notice to you and without liability for any changes in your ability to use the Services or the INREACH Products, including compatibility issues with the INREACH Products, as a result of such changes.

3.6 Termination by INREACH. You agree that INREACH may terminate this Agreement and the provision of Services to you at any time without notice or liability to you if you are in breach of this Agreement.

3.7 Additional Charges. Your cell phone service provider and/or internet provider may charge you or your recipients additional fees in relation to any SMS / MMS messages, social connectivity messages and/or other emails and/or data (collectively "**Data Plan Fees**") sent by you. Please familiarize yourself with any such applicable plans, Services and associated fees before using your INREACH Product. You are responsible for any such applicable charges and fees.

4. PAYMENT.

4.1 Timely Payments. You agree to pay, on time, any applicable activation, for your Subscription Plan, usage, cancellation, and disconnection fees, plus any applicable taxes, as provided in your Subscription Plan. Since your Subscription Plan will renew automatically at the end of each term, your fees for the renewal term shall be due and payable in the currency specified in your Subscription Plan upon renewal.

4.2 Late Payments. You agree to pay a late charge of the lesser of (i) 1.5% per month or (ii) the maximum legal rate if your bill is not paid within ten (10) days after the due date. This late charge is applicable to the unpaid balance as of the due date and will be billed on subsequent invoices and statements. You agree to pay INREACH all of INREACH's collection costs, including without limitation the standard fees of any collection agency, reasonable attorney and legal fees, and any other costs incurred by INREACH in exercising any of its rights under this Agreement. INREACH may suspend the Services in the event of late payment. If it does so, INREACH may charge a reactivation fee (currently \$50.00 US) for each suspended Subscription Plan.

4. Data Transmission / No Credits. INREACH will exercise a reasonable level of care but makes no representation as to the success of any data transmission. Regardless of whether a data transmission is successful, no refunds will be given. In addition to limitations resulting from incorrect use (e.g., next to or under an obstruction), satellite communications systems have inherent characteristics that can create dropped data transmissions. Dropped data transmissions, regardless of type, will not be credited regardless of cause. Nor shall INREACH be liable for any damages that may result from such dropped data transmission.

4.5 Taxes. Your Service Plan price for the Services does not include sales, usage, excise, ad valorem, goods and services, harmonized sales, property or any other taxes now or hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the Service. You are required to pay these taxes.

5. DISCLAIMER OF WARRANTIES.

5.1 Disclaimer of Warranty for the Services and Software. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE AND ANY ASSOCIATED SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ANY ASSOCIATED SOFTWARE ARE PROVIDED 'AS IS' AND "AS AVAILABLE" AND ALL OTHER WARRANTIES, REPRESENTATIONS, AND CONDITIONS (EXPRESS OR IMPLIED) INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICE AND/OR ANY ASSOCIATED SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION WILL BE WITHOUT INTERRUPTION OR ERROR-FREE, OF SATISFACTORY QUALITY, OF QUIET ENJOYMENT, THAT ANY DEFECTS IN THE SOFTWARE WILL BE CORRECTED, OF NON-INFRINGEMENT OF THIRD-PARTY RIGHTS OR ANY OTHER EXPRESS OR IMPLIED WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY EXPRESSLY EXCLUDED FROM THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. INREACH GIVES NO WARRANTY IN RELATION TO THE AVAILABILITY, SUITABILITY OR ACCURACY OF THE SERVICE, ANY ASSOCIATED SOFTWARE, OR IN RELATION TO AVAILABILITY, SUITABILITY OR MAINTENANCE OF THE SATELLITE SYSTEMS USED BY THE INREACH PRODUCT TO TRANSMIT DATA TRANSMISSIONS, INCLUDING SOS EMERGENCY SIGNALS. INREACH MAKES NO WARRANTIES RESPECTING ANY HARM THAT MAY BE CAUSED BY TRANSMISSION OF A COMPUTER VIRUS, HACKING BY A THIRD PARTY, WORM, TIME BOMB, LOGIC BOMB, OR OTHER SUCH COMPUTER PROGRAM. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY DISTRIBUTOR, RESELLER OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PRODUCT, OTHER DEVICE, OR LOSS OF DATA THAT RESULTS FROM SUCH USE. THE APPLICATION IS NOT INTENDED FOR USE IN THE OPERATION OF NUCLEAR FACILITIES, LIFE SUPPORT SYSTEMS, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, OR ANY OTHER ACTIVITIES IN WHICH THE FAILURE OF THE APPLICATION COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE. INREACH GIVES NO WARRANTY IN RELATION TO THE AVAILABILITY, SUITABILITY OR ACCURACY OF THE SERVICE OR IN RELATION TO AVAILABILITY, SUITABILITY OR MAINTENANCE OF THE SATELLITE SYSTEMS USED BY THE

INREACH PRODUCT TO TRANSMIT DATA TRANSMISSIONS, INCLUDING SOS EMERGENCY SIGNALS.

6. LIMITATION OF LIABILITY.

6.1 TO THE FULLEST EXTENT PERMITTED BY LAW, INREACH AND ITS SERVICE PROVIDERS, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS HEREBY EXPRESSLY EXCLUDE LIABILITY FOR ANY DAMAGES OR CLAIMS, INCLUDING INJURY OR DEATH, AND ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, RELIANCE, EXEMPLARY OR PUNITIVE LOSS, DAMAGE, COSTS OR EXPENSES (INCLUDING LOSS OF INCOME, MEDICAL AND OTHER EXPENSES, LOSS OF GUIDANCE, CARE AND COMPANIONSHIP) WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THE PROVISION OF THE SERVICES (INCLUDING ANY DELAY IN PROVIDING OR FAILURE TO PROVIDE THE SERVICE) OR ITS USE BY YOU OR BY ANOTHER PERSON WHETHER OR NOT AUTHORIZED BY YOU TO UTILIZE THE SERVICE. INREACH AND ITS SERVICE PROVIDERS, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS EXCLUDE ALL LIABILITY, WHETHER RESULTING FROM CONTRACT, TORT (INCLUDING LIABILITY FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY) OR OTHERWISE IN RESPECT OF ANY LOSS, DAMAGE, COSTS, EXPENSES OR OTHER CLAIMS RESULTING FROM THE ACTS OR OMISSIONS OF SUCH PARTIES, FOR ANY FAULTS, FAILURES OR INADEQUACIES OF THE SATELLITE SYSTEMS, THIS SERVICE OR THE SOS EMERGENCY MONITORING AND RESPONSE PROVIDED BY GEOS, INCLUDING ANY FAILURE OR DELAY IN THE PROVISION OF SERVICES CAUSED BY:

6.1.1 MATTERS OUTSIDE OF INREACH'S OR ITS SERVICE PROVIDERS', REASONABLE CONTROL, WHICH SHALL INCLUDE, BUT ARE NOT LIMITED TO, OUTBREAK OF HOSTILITIES, RIOT, CIVIL DISTURBANCE, ACTS OF TERRORISM, FIRE, EXPLOSION, FLOOD, SNOW, FOG OR OTHER INCLEMENT WEATHER CONDITIONS, FAILURE OF TELECOMMUNICATIONS OR SATELLITE SYSTEMS, ELECTRICAL POWER FAILURES OR FLUCTUATIONS, SURGES IN THE ELECTRICAL MAINS OR CURRENTS, DAMAGE CAUSED BY ELECTROMAGNETIC INTERFERENCE, THEFT, MALICIOUS DAMAGE, STRIKE, LOCK OUT OR INDUSTRIAL ACTION OF ANY KIND; OR

6.1.2 FAILURE, DELAY OR INACCURACY OF THE GPS SATELLITES IN PROVIDING LOCATION COORDINATES; OR

6.1.3 FAILURE, DELAY OR INACCURACY OF THE INREACH PRODUCT TO PROCESS AND/OR TRANSMIT DATA TRANSMISSIONS, INCLUDING SOS EMERGENCY SIGNAL(S), AND/OR LOCATION COORDINATES, TO THE IRIDIUM SATELLITE SYSTEM; OR

6.1.4 FAILURE OF OR DELAY IN THE IRIDIUM SATELLITE SYSTEM AND/OR GROUND STATIONS TO PROCESS DATA TRANSMISSIONS, INCLUDING BUT NOT LIMITED TO SOS EMERGENCY SIGNAL(S), LOCATION COORDINATES, PREPROGRAMMED MESSAGES AND DISPLAY, AND TRANSMIT TO THE IDENTIFIED POINTS OF CONTACT AND/OR IERCC AS APPROPRIATE; OR

6.1.5 FAILURE OF OR DELAY IN YOUR EMAIL OR CELLPHONE PROVIDER TO TRANSMIT THE MESSAGE TO YOU, OR FAILURE OF OR DELAY IN THE IERCC RESPONDING TO SOS EMERGENCY SIGNAL(S); OR

6.1.6 FAILURE OF OR DELAY IN THE DELORME PN-60W PRODUCT OR INREACH SMARTPHONE APPLICATION TO TRANSMIT ANY INREACH MESSAGE(S) TO THE INREACH; OR

6.1.7 FAILURE OF OR DELAY ON BEHALF OF THE INREACH SERVICE PROVIDERS, TO PERFORM THE APPLICABLE SERVICE FOR WHICH EACH IS CONTRACTED; OR

6.1.8 FAILURE TO OBTAIN A CLEAR LINE OF SIGHT TOWARD THE SATELLITE SYSTEMS; OR

6.1.9 FAILURE TO PROPERLY INSTALL OR CONFIGURE THE INREACH PRODUCTS; OR

6.1.10 FAILURE OF INREACH AND ITS SERVICE PROVIDERS TO PROVIDE THE SERVICE(S), INCLUDING SOS EMERGENCY SERVICES, DUE TO THE SERVICE(S) HAVING BEEN CANCELLED PURSUANT TO SECTIONS 3.3 OR 3.5; OR

6.1.11 NON-COMPATABILITY OF INREACH PRODUCTS WITH SMARTPHONE OPERATING SYSTEMS AND THIRD-PARTY SOFTWARE; OR

6.1.12 FAILURE OR INADEQUACY OF POWER SUPPLY FOR INREACH PRODUCTS AND/OR ASSOCIATED PRODUCTS (INCLUDING DELORME PN-60W AND SMARTPHONES).

6.2 IN NO EVENT SHALL THE TOTAL, MAXIMUM, AGGREGATE LIABILITY OF INREACH AND ITS SERVICE PROVIDERS, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND SUPPLIERS, FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF THE SERVICE FEE PAID BY YOU.

6.3 THE LIMITATIONS IN THIS SECTION 6 SHALL APPLY TO ALL CLAIMS, DAMAGES, LOSSES, COSTS AND EXPENSES HOWSOEVER CAUSED AND WHETHER FOR BREACH OF CONTRACT, IN TORT, BY WAY OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.

6.4 Legal Notices and End User License Agreement. If you use a DeLorme PN-60w or INREACH Smartphone Application with INREACH Product, then your INREACH Product is also subject to the Legal Notices and End User License Agreement which can be found at explore.delorme.com.

7. YOUR OBLIGATIONS.

7.1 Use. You may not sell, rent, lease or otherwise charge for the INREACH Product and/or Services or any information or services associated with or derived from INREACH Product or Services.

7.2 Misuse. You agree that you will not use the Services or the INREACH Product (1) to abuse or misuse the SOS Emergency services, (2) to send messages that are offensive, defamatory, abusive or obscene or intended to harass (3) for any purpose in violation of law, (4) in any manner that infringes or misappropriates third party rights, or (5) in any manner which overloads or unreasonably interferes with the Services or the Satellite Systems. You agree to use the Services only with the INREACH Product and not to use any other equipment in connection with the Services unless expressly approved by INREACH. Failure to adhere to these restrictions may result in termination of this Agreement by INREACH. You agree that you will not attempt to unlock or modify, or reverse engineer your INREACH Product in order to modify it or render it capable of performing functions outside the approved Iridium network described in this Agreement, for the purpose of re-selling the INREACH Product to a third party, or for any purpose otherwise not permitted by this agreement.

7.3 Authorized Users. You are solely responsible, and assume any liability, for any user authorized by you to utilize the INREACH Product and/or the Services. In addition, you agree to pass usage instructions and Subscription Plan terms and conditions to all of your authorized users. You must carefully read the applicable terms for any such optional/bundled service to see if restrictions apply.

8. INREACH User Account, Websites.

8.1 INREACH Websites. Your use of the INREACH websites is governed by the terms and conditions of use contained on each such website

8.2 Complete and Accurate Information. You acknowledge and accept that the information required in your INREACH user account, including your Registration Data, contact information, designated contacts, social connectivity settings, supported service options and pre-programmed messages, is essential for proper provision of the Services. You accordingly certify that the information supplied by you is accurate in all respects. It is your responsibility to ensure that the information supplied by you remains accurate, complete and up to date. Changing your address from one country to another country (for example from the US to Canada) may require service level changes and might incur additional charges on your account. When composing INREACH messages, you acknowledge and agree that it is your sole responsibility to ensure that you select the intended designated contact from your available contacts and are satisfied with the content of your INREACH message prior to sending it. Please contact customer care for assistance.

8.3 Synchronization of Data. If you use a DeLorme PN-60w or INREACH Smartphone Application with INREACH, you acknowledge that it is your sole responsibility to ensure that you have followed the synchronization process outlined in your User Manual to export any updates

and/or changes to your Registration Data, contact information, designated contacts, social connectivity settings, supported service options and pre-programmed messages from your INREACH account to your DeLorme PN-60w or INREACH Smartphone Application.

8.4 Content License from You. You agree that you are solely responsible for (and that INREACH has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and any associated software and for the consequences of your actions by doing so. You acknowledge that the INREACH messages may include your location information. You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, the Software and/or the Services. You acknowledge and agree that by submitting, posting or displaying the content you give INREACH a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any Content which you submit, post or display on or through, the Services and any associated software. Furthermore, you agree that this license includes a right for INREACH to make such Content available to other companies, organizations or individuals as required for the provision of the Services. In order to provide the Services, INREACH may be required to transmit or distribute your content over various public networks and in various media. INREACH may also be required to make changes to your Content if so required by the technical requirements of connecting networks, devices, services or media.

8.5 Third-Party Licenses and Content. If, as part of your use of the Services and any associated software, you download a piece of software, access software online, or purchase goods, which are provided by a third party then your use of these other services, software or goods may be subject to separate terms between you and the third-party provider. This third-party content may be protected by intellectual property rights which are owned by the third party. Any reference or links to any third-party content does not necessarily constitute or imply its endorsement, sponsorship or recommendation by INREACH or its licensors. Third-party product and service information are the sole responsibility of each individual third-party vendor. In addition, it is possible that you may find some third-party content offensive, indecent or objectionable, and that, in this respect, you use the Services at your own risk. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties are those of the respective authors and not of INREACH. INREACH neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information or statement by anyone other than authorized INREACH employees acting in their official capacities. You understand and acknowledge that INREACH is not responsible for and does not monitor third party content for accuracy or reliability.

8.6 Privacy, Data Protection. INREACH is committed to maintaining your privacy. In order to access the Services, you will be required to provide information about yourself (such as identification or contact details). You agree that any registration information you give to INREACH will always be accurate, correct and up to date. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Software and the Services. Accordingly, you agree that you will be solely

responsible for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to immediately notify INREACH. INREACH will keep your personal data private and confidential, provided however that INREACH will provide such information to GEOS, the IERCC provider, and that GEOS may provide such information as required to emergency responders in the event that you or your authorized user triggers a SOS Emergency Signal, including your name, registration information, location and message history. INREACH may also provide information regarding your data transmissions to your immediate family members and/or emergency responders should it be reasonably determined that an emergency may exist. INREACH may also share with third parties certain pieces of non-personal, aggregated information, meaning that information from many users is grouped together and is disclosed in such a way that it does not reveal the identity of any particular user, such as INREACH User demographic data or INREACH usage data for marketing, advertising or other business purposes. INREACH may collect information about your transmissions, including location, to monitor service quality; however, INREACH will not monitor the content of your Type & Send, pre-programmed SMS and/or email messages to your Contacts. INREACH may provide your billing information to its parent company and subsidiaries if required for provision of the Services, or to a credit bureau in order to determine your credit-worthiness, or to a collection agency should your account become past due. With the exception of information provided to GEOS, aggregated information, and/or billing information, INREACH will not sell or otherwise pass your personal information to third parties, except if required by law or pertinent to judicial or governmental investigations or proceedings or if INREACH considers it necessary to do so to prevent risk of death or serious personal injury to you or others. There are no other circumstances under which INREACH will provide or sell personal information to third parties. You consent to the foregoing collection, use and disclosure of your personal information and to INREACH's collection, use and disclosure of your personal information as set out in this section. INREACH may also have separate privacy policies regarding the handling of your data for, INREACH's bundled services as stated in the applicable terms and conditions regarding each such INREACH bundled service.

9. GENERAL

9.1 Commercial Items / US Government Restricted Rights. The INREACH Product, any associated software and/or documentation have been developed entirely with private funds. The use of the INREACH Product and any associated software and related documentation by any entity of the United States Government is restricted by the terms of this Agreement. The INREACH Product, any associated software and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as specified under 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users only as Commercial Items and with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

9.2 Export Restrictions. The INREACH Product and any associated software may be subject to export controls or restrictions by the United States or other countries or territories. You agree to comply with all applicable U.S. and international export laws and regulations, including the restrictions on destinations, end users, and end use. You agree not to export or re-export the INREACH Product and any associated software to any country in violation of the export control laws of the United States of America. The INREACH Product and any associated software may not be exported or re-exported into any U.S. embargoed countries or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the INREACH Product, the Services and any associated software, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

9.3 Indemnity. To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless INREACH and its parent company, affiliates, licensors and suppliers their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or in connection with your use of the INREACH Product, the Services and any associated software.

9.4 Governing Law. This Agreement is governed by the laws of the State of Maine without giving effect to conflicts of laws principles.

9.5 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. Any headings are provided for convenience only.

9.6 No Waiver, Survival. The failure of INREACH to exercise or enforce any right under this Agreement shall not constitute a waiver of such right. All rights and remedies granted to INREACH are cumulative and not alternate. If any provision of this Agreement is found invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining terms and conditions of this Agreement, and the parties shall substitute a valid provision that most nearly approximates the intent and economic effect of the invalid or unenforceable one. Any provisions that expressly or by their nature should survive termination of this Agreement, including payment obligations, disclaimer of warranty, rights of indemnity and limitation of liability, shall survive such termination.

9.7 Assignment. You may not assign this Agreement or any of your rights or obligations hereunder, but INREACH may assign this Agreement and any of its rights and obligations hereunder. This Agreement inures to the benefit of and is binding on the parties' respective successors and permitted assigns.

Service Agreement and End User License Agreement

Service provided by InReach LLC or Roadpost, Inc. dba InReach Canada may become limited or temporarily unavailable without notice from time to time due to any number of reasons associated with managing a Satellite System. Further, this satellite-based service requires a clear line of sight between the INREACH Product and the satellite; therefore, the service is inherently subject to transmission and reception limitations. Further information regarding service coverage and potential interruptions can be found in the Terms of Service (as defined below) available at explore.delorme.com.

To the fullest extent permitted by law, your use of this product constitutes acceptance of the fact that InReach LLC and its Service Providers and affiliates, and their affiliates, respective employees, directors, officers, agents and suppliers, hereby expressly limit liability for any claims, damages, losses, costs and expenses incurred by you, however caused and even if such damages were reasonably foreseeable, to a total, maximum aggregate value not to exceed the amount of service fees paid by you. Further information concerning the limitations of liability for use of this product and service can be found in the Terms of Service available at explore.delorme.com.

1) NOTICE TO USER / ACCEPTANCE OF TERMS.

PLEASE READ THESE LEGAL NOTICES CAREFULLY. BY USING YOUR INREACH PRODUCT FOR INREACH AND/OR THE SERVICE, YOU ACCEPT ALL TERMS AND CONDITIONS CONTAINED IN THESE DOCUMENTS, INCLUDING THOSE LEGAL AGREEMENTS AND TERMS AND CONDITIONS WHICH HAVE BEEN INCORPORATED BY REFERENCE. THIS INCLUDES, BUT IS NOT LIMITED TO, THE INREACH PRODUCT LIMITED WARRANTY, THE TERMS OF SERVICE AND THE END USER LICENSE AGREEMENT (EULA) AND ANY AND ALL LIMITATIONS OF LIABILITY AND/OR DISCLAIMERS OF WARRANTY CONTAINED THEREIN. YOU UNDERSTAND AND AGREE THAT YOU MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE TO SUBSCRIBE TO THE SERVICE. YOU UNDERSTAND AND AGREE THAT THESE LEGAL NOTICES ARE ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT USE THE INREACH PRODUCT AND PROMPTLY RETURN IT TO THE PLACE WHERE YOU OBTAINED IT.

2) USE OF YOUR INREACH PRODUCT.

2.1 Familiarization with your INREACH Product. You understand and agree that it is your responsibility to familiarize yourself with the operation of your INREACH Product, INREACH Smartphone Applications, and DeLorme GPS device (PN-60w or subsequent model), including reading your User Manual, available at manuals.delorme.com. You agree that you will use the INREACH Product only in accordance with those instructions. It is also highly recommended that you review the Help available at explore.delorme.com and practice properly using your INREACH Product by sending test messages and fixing your GPS coordinates as described.

2.2 Coverage. You may use your INREACH Product, INREACH Smartphone Applications, and DeLorme GPS device anywhere there is coverage (subject to the applicable restrictions due to local laws, licensing/certification requirements and regulations. For a complete list of the

certifications applicable to your INREACH Product and/or the DeLorme GPS Device, please see the device User Manual at manuals.delorme.com.

2.3 Important Tips. Your INREACH Product needs a clear view of the sky to obtain a GPS signal and provide the most accurate location information. It is not reliable indoors or in a cave. Orienting your INREACH Product so that the protruding antenna is oriented to the sky will improve performance, and you should keep your INREACH Product at least 12 inches away from other GPS devices and mobile phones. Please read your Quick Start Guide or User Manual and follow the instructions to pair your DeLorme GPS device or INREACH Smartphone Application with your INREACH Product.

2.4 Message Schedule. Redundancy is built into your INREACH Product to ensure more of your messages are transmitted. It is normal for some INREACH messages to be blocked by everyday conditions; the view of the sky is often blocked due to hills, buildings, or other obstructions. This is why InReach automatically retries messages until it receives a satellite acknowledgement. Placement of your INREACH unit can make a difference. Experiment with placement until you are familiar with the reliability of your operating environment.

2.5 Synchronization of Data. You acknowledge that it is your sole responsibility to ensure that you have followed the synchronization process outlined on explore.delorme.com to export any updates and/or changes to your INREACH Registration Data, contact information, designated contacts, social connectivity settings, supported INREACH Service options and pre-programmed messages from your INREACH account to your DeLorme PN-60w or INREACH Smartphone Application.

2.6 Support and Customer Service. More information about your INREACH Product and the associated Service is available at explore.delorme.com or by contacting INREACH Customer Service:

Canada: Online: inreachcanada.com. Customer service: email inreachcare@roadpost.com. Tech support: email inreachtech@roadpost.com. Phone: 1-800-337-3155, M-F 9:00 a.m.-6:00 p.m. Eastern Time.

US and International: Online: support.delorme.com. Tech support: email tech@delorme.com or phone (+1) 207-846-8900. Sales and customer service: email sales@delorme.com or 800-511-2459 (US only) or (+1) 207-847-1165. Representatives are available M-F 8:30 a.m.-5:00 p.m. Eastern Time.

Please contact DeLorme Technical Support for questions regarding the operation of your DeLorme PN-60w or INREACH Smartphone Application.

For the current and full terms and conditions governing the use of your INREACH Product, please visit explore.delorme.com. These terms and conditions may be updated by InReach LLC at any time and without notice. If there is any conflict between the terms contained in

these Legal Notices and the terms contained at explore.delorme.com, then the terms contained at explore.delorme.com shall supersede and replace the terms contained in these Legal Notices.

3) **HARDWARE LIMITED WARRANTY**

3.1 INREACH warrants that your INREACH Product will be free from defects in materials and workmanship for one year from the date of purchase. If your INREACH Product fails in normal use, INREACH will, during the first (90) ninety-days after purchase, at its sole option, either repair or replace the unit. INREACH reserves the right to either repair or replace the unit with a new or refurbished unit at its sole discretion. Such repairs or replacements will be made at no charge for labor or materials; however, the customer will be responsible for any shipping charges incurred to send the device to INREACH. After the first ninety (90) days, INREACH will repair your unit, but will not replace it. The repaired or replaced product will be warranted for ninety (90) days from the date of return shipment, or for the balance of the original warranty, whichever is longer. This warranty does not cover failures due to abuse, misuse, accidents, or unauthorized disassembly or modification. Any repairs not performed by INREACH will void this warranty.

INREACH DISCLAIMS ANY LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES OR PROFITS, EVEN IF INREACH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITED WARRANTY CONTAINED HEREIN IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, SHALL LAST FOR 1 YEAR.

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